

3 - 0417

02-23

AGREEMENT BETWEEN

THE

CITY OF HACKENSACK, City of

THIS DOES NOT
CIRCULATE



LIBRARY
Institute of Management and
Labor Relations

NOV 28 1983

RUTGERS UNIVERSITY

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,

LOCAL 2081, A.F.L. - C.I.O.

FOR THE PERIOD

1-01-83 to 12-31-84

X

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Preamble.....	1
1	General/Public Employees.....	1
2	Recognition.....	1
3	Probation Period.....	2
4	Seniority List.....	2
5	Vacancies and Promotions.....	2
6	Salaries.....	2
7	Longevity.....	3
8	Clothing Allowance.....	4
9	Education.....	5
10	Hours of Duty.....	6
11	Vacations.....	6
12	Paid Holidays.....	6
13	Injury Leave.....	7
14	Sick Leave.....	7
15	Hospitalization.....	8
16	Death Leave/Personal Day.....	8
17	Failure to Answer Recall.....	9
18	Grievance Procedure.....	9-10
19	Working Rules.....	11
20	Labor Requirements.....	11
21	Protection of Property and Equipment.....	11
22	Minimum Manning.....	11
23	Dues Deduction/Agency Shop.....	11

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
24	Out-of-Title Work.....	12
25	Overtime and Recall.....	12
26	Duties.....	13-14
27	Union Activities.....	15
28	Out-of-Job Description Work.....	15
29	Personnel Files.....	15
30	Miscellaneous.....	16
31	Duration.....	16-17
A	Appendix A/Base Salaries.....	18

PREAMBLE

THIS AGREEMENT entered into this 21st day of November, 1983 by and between the CITY OF HACKENSACK, New Jersey, hereinafter referred to as the "City", and the HACKENSACK FIRE FIGHTERS ASSOCIATION, LOCAL NO. 2081, A.F.L.-C.I.O., hereinafter referred to as the "Union".

ARTICLE I - GENERAL/PUBLIC EMPLOYEES

1.1. GENERAL

In order to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employees and to promote the morale, rights, well-being, and sincerity of the Fire Department, the City and the Union hereby agree as follows:

1.2 PUBLIC EMPLOYEES

The Fire Department and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE II - RECOGNITION

2.1 The City of Hackensack hereby recognizes the Hackensack Fire Fighters Association, Local No. 2081, A.F.L.-C.I.O., as the sole and exclusive representative of all Fire Fighters employed by the City excluding craft employees, police officers, office clericals, fire superiors, supervisors within the meaning of the Act, managerial executives, officers and all others.

ARTICLE III - PROBATION PERIOD

3.1 All employees shall serve a probationary period of twelve (12) months as mandated under N.J.S.A. 11:12-1 and 11:22-6 and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All employees who have successfully completed the probationary period shall be known as permanent employees and the probationary period shall be considered part of the seniority time.

ARTICLE IV - SENIORITY LIST

4.1 The City will supply a list as certified by Civil Service regarding appointments only. The list is not to be used as a seniority list.

ARTICLE V - VACANCIES AND PROMOTIONS

5.1 A Table of Organization shall be established as a part of this Agreement. This Table of Organization shall list all vacancies for Fire Fighter positions. An appointment list for Fire Fighters shall always be available. All vacancies, when they occur, shall be dealt with according to the Rules of Civil Service.

ARTICLE VI - SALARIES

6.1 The base salaries for employees covered by this Agreement shall be as set forth in Appendix A.

ARTICLE VII - LONGEVITY

7.1 In addition to the salary ranges indicated, each employee will receive longevity pay of one (1%) per cent for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned two (2) years service credit on or before January 4, March 31, June 30, or September 30, in order to receive the added one (1%) per cent longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as a result of a change in base salary for promotion, increment, wage increase or new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee first became employed on a full-time basis by the City. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

ARTICLE VIII - CLOTHING ALLOWANCE

8.1 Fire Fighters shall be entitled to a clothing allowance of Two Hundred and Fifty (\$250.00) Dollars per year.

8.2 It is understood by the parties that in those cases wherein a Fire Fighter serves for less than a full calendar year he shall receive only a pro rata amount of his clothing allowance.

8.3 Clothing allowance shall be paid in accordance with existing practices of the City.

8.4 Fire Fighters shall not be required to wear their uniform to and from work.

8.5 Fire Fighters shall be permitted, while off duty, to wear their uniform for the specific purpose of attending the funeral of another Fire Fighter within the State of New Jersey.

ARTICLE IX - EDUCATION

9.1 Subsequent to contract execution Members of the Bargaining Unit taking courses in fire science shall be reimbursed for the cost of tuition, when approved in advance in writing by the Fire Chief, however, such reimbursement shall not exceed total tuition cost, less any and all reimbursements received by or available to the employee by another agency, institution or government. The total lifetime accumulation of allowable credits shall not exceed sixty-six (66) credits. Such approval will not be unreasonable withheld. Whatever sums of money are to be allotted for taking fire science courses are subject to agreement between the Fire Chief and the employee prior to any commitment.

9.2 The taking of any such course shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not successfully completed or are in excess of sixty-six (66) credits.

9.3 The City hereby agrees to pay, by voucher each January, the sum of Ten (\$10.00) Dollars per annum for each college credit to a maximum of sixty-six (66) credits successfully completed toward an Associate Degree in Fire Science at a recognized institution of higher learning. Any courses less than forty (40) hours in instruction will not be approved. Payment will be based upon the number of credits successfully completed as of December 31 of the preceding year. Such additional payment shall be paid notwithstanding the maximum salary heretofore provided and upon presentation to the Fire Chief of a proper certification of successful course completion.

9.4 Members who have exceeded the maximum credit limit of sixty-four (64) prior to January 1, 1977, shall not lose this benefit on their excess credits earned prior to December 31, 1976.

ARTICLE X - HOURS OF DUTY

10.1 The hours of duty shall be established by the City so that the average weekly hours of duty over an eight (8) week cycle shall not exceed forty-two (42) hours, exclusive of hours during which such members may be summoned and kept on duty because of a conflagration or other major emergency; the day shift consisting of ten (10) hours and the night shift consisting of fourteen (14) hours.

ARTICLE XI - VACATIONS

11.1 The City hereby agrees to provide a paid vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Days Earned</u>
1 - 4	16 calendar days plus 1 work day
5 - 9	17 calendar days plus 1 work day
10 - 19	22 calendar days plus 2 work days
20+	28 calendar days plus 3 work days

11.2 Current practices of the City with respect to the scheduling of vacation days shall be continued for the duration of this Agreement as shown. Split vacations are subject to the Fire Chief's review.

11.3 If a Fire Fighter dies while actively employed, his estate shall receive payment for his pro rata earned vacation benefit as outlined above.

ARTICLE XII - PAID HOLIDAYS

12.1 The City agrees to pay each fire fighter for ten (10) holidays. This payment shall be made in the month of December for each Fire Fighter. Effective January 1, 1984, the City shall pay for eleven (11) holidays.

12.2 It is understood by the parties that in those cases wherein a Fire Fighter serves for less than a full calendar year he shall receive only a pro rata amount of his holiday pay.

12.3 If a Fire Fighter dies while actively employed, his estate shall receive payment for his pro rata earned holiday pay benefit as outlined above.

ARTICLE XIII - INJURY LEAVE

13.1 Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty he shall be entitled to injury leave, with full pay at the rate of pay in existence at the time of his injury, for one (1) year commencing with the date of such injury, illness or disability; or until such time as he has been accepted for retirement by the Firemen's Pension System. Any payments of temporary disability insurance by the City or its Worker's Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave.

ARTICLE XIV - SICK LEAVE

14.1 Fifteen (15) sick days per year accumulated as covered under Civil Service.

14.2 A person absent because of sickness for more than one (1) day will be required to submit a licensed doctor's certificate.

14.3 Upon retirement after twenty-five (25) years of service in the Fire Department of the City, or upon a disability retirement, a Fire Fighter shall receive as terminal leave one hundred percent (100%) of salary of the accumulated sick leave. There shall be no limitation on the maximum payment.

14.4 If a Fire Fighter dies while actively employed, his estate shall receive the retirement leave benefit outlined above.

14.5 On retirement, pursuant to the provisions of the contract, the accumulated sick leave payment shall be computed at 1/260th of the final annual salary. For purposes of computation, annual salary shall be base salary plus longevity pay.

ARTICLE XV - HOSPITALIZATION

15.1 All members covered by this Agreement and eligible members of their families shall be entitled to the following coverage:

- (1) Hospitalization, Major Medical and Rider "J" or its equivalent.
- (2) Hospitalization coverage for all member retirees and eligible members of their families to commence at age fifty-six (56) until such time as he becomes eligible for Medicare. Effective January 1, 1978, the eligible age will be fifty-five (55) years of age.
- (3) Fire Fighters who are forced to submit for a disability pension must have been on the force five (5) or more years to be eligible for those benefits.

15.2 At age sixty-five (65), coverage to be for employee's (not spouse or eligible members of their family) Medicare only.

- (1) Each retiree shall be responsible to notify the City when he becomes fifty-six (56) or age fifty-five (55) and again when he becomes age sixty-five (65) for the inclusion in the subject insurance coverage.

ARTICLE XVI - DEATH LEAVE/PERSONAL DAY

16.1 In the event of a death occurring in the "immediate family" of a member of the Department, that member shall be granted two (2) calendar days off without loss of pay or loss of any of his accumulated sick leave in accordance with 16.2.

16.2 At the option of the Fire Fighter, who shall give advance notice to the Fire Chief, the two calendar days off with pay shall be the day of the funeral and either the day before or the day after the funeral.

16.3 "Immediate family" shall be defined to include: wife, children, mother, father, brother, sister, grandparents or grandchildren of the employee.

"Immediate family" shall also include in-laws and step-children.

16.4 One (1) personal day off with pay shall be granted to all members of the Bargaining Unit to be used within that calendar year.

This personal day shall be requested, in writing, 72 hours in advance, and approved by the Fire Chief. This day shall not be used before or after a scheduled vacation period or a legal holiday as defined by the State of New Jersey.

A first year Fire Fighter shall be eligible for this benefit only upon completion of the probationary period.

ARTICLE XVII - FAILURE TO ANSWER RECALL

17.1 Response time for men on recall platoon shall be one and one-half ($1\frac{1}{2}$) minutes for each mile he resides from fire headquarters. All men shall be allotted a minimum of thirty (30) minutes from notification, as set forth below, to respond.

17.2 Men on recall platoon who leave their residence shall be allotted the same time to respond as they would have been entitled to if they remained at their residence.

17.3 Notification shall mean either actual personal notification or attempted notification at telephone number provided to the Department by the Fire Fighter for recall purposes.

17.4 Fire Fighters who fail to report for recall in accordance with the provisions of the Article, shall be subject to disciplinary action.

ARTICLE XVIII - GRIEVANCE PROCEDURE

18.1 The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible, so as to insure efficiency and promote employees' morale.

18.2 A grievance shall be defined to mean an alleged violation by an employee, group of employees, or the Union, or by the City of any provision of this Agreement.

18.3 No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.

18.4 a. The matter shall first be discussed orally with the employee's immediate supervisor within eight (8) days of occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.

b. Within eight (8) days, exclusive of Saturday and Sunday, from receiving a final answer from the employee's immediate supervisor, the grievance shall be presented in writing, to the Chief of the Fire Department who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within eight (8) days, exclusive of Saturdays and Sundays, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

c. Within eight (8) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Chief, either party may then request a hearing before the City Manager in accordance with the rules and regulations of the Fire Department and Civil Service regulations. Either party may appeal the City Manager's ruling to the Civil Service Commission or the State Board of Mediation and Arbitration or the Civil Service Commission to provide arbitration service, or submit the grievance to the arbitration panel established by the Governor under the provisions of P.L. 1968, c.303 New Jersey Employer-Employee Relations Act. The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. He shall have no right to add to or subtract from the Agreement.

The decision of the arbitrator shall be final and binding on both parties.

Any expenses incidental to arbitration shall be borne by the party losing the appeal.

ARTICLE XIX - WORKING RULES

19.1 This Agreement is not to conflict with the rules and regulations governing the City or specifications of the Department of Civil Service. Civil Service specifications shall prevail for all positions.

ARTICLE XX - LABOR REQUIREMENTS

20.1 As covered in the rules and regulations of the City Fire Department.

ARTICLE XXI - PROTECTION OF PROPERTY AND EQUIPMENT

21.1 It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its place of storage in accordance with the Fire Department rules and regulations of the City.

ARTICLE XXII - MINIMUM MANNING

22.1 Whenever possible two (2) Fire Fighters and one (1) officer shall be assigned to a fire engine or fire truck in response to an alarm. It is expressly understood that the City shall retain the right to close a fire station; however, this shall not be done in such a way as to subterfuge any other portions of this Agreement.

ARTICLE XXIII - DUES DEDUCTION / AGENCY SHOP

23.1 The City shall deduct Union dues in accordance with State Statutes.

23.2 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union

may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments, provided, however, that in no event shall any such change exceed 85% of the regular Union membership dues, fees and assessment nor shall any such change be contrary to any provision contained in State Statute. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

23.3 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

ARTICLE XXIV - OUT OF TITLE WORK

24.1 Whenever a Fire Fighter shall be assigned by a superior to work for not less than a full day in the next higher title, such Fire Fighter shall be compensated at the base rate of the higher title without regard to longevity.

ARTICLE XXV - OVERTIME AND RECALL

25.1 On recall, Fire Fighters shall be guaranteed a minimum of four (4) hours work. The Chief can require any individual to work during this time.

25.2 Overtime, which shall be defined as hours in excess of the regularly assigned hours, shall be compensated on a straight time basis. Such hours shall be computed to the nearest quarter ($\frac{1}{4}$) hour and shall become applicable only after the first quarter ($\frac{1}{4}$) hour of work.

25.3 Effective with the execution of this contract all overtime shall be increased from straight time to time and one-half. Recall shall be at a minimum of two (2) hours at time and one-half.

ARTICLE XXVI - DUTIES

26.1 The duties of a Fire Fighter are as follows: During an assigned tour of duty, answers fire alarms and assists in extinguishing fires; performs the necessary tasks involved in the cleaning and maintaining of fire equipment, apparatus and building; does related work as required and such other duties as permitted by Civil Service Law. The parties expressly agree that this provision shall not be subject to the grievance procedure, except as otherwise set forth in this Agreement, and any question concerning the interpretation of this provision shall be subject to review only by the Civil Service Commission.

26.2 A. Fire Fighters may be assigned to regular public safety fire and safety patrol which would include, but not by way of limitation, the following:

1. Fire Prevention Investigations
2. Smoke Investigations
3. Fire Zone Violations
4. Elevator Calls
5. Sprinkler Alarm Calls
6. Bomb Investigations
7. Public Building Inspection, (Movie Theatres and similar establishments)

8. Answer all Fire Calls in Designated Areas
9. Hazards of other types to be reported:
D.P.W., Police, Building, and Health
10. Ambulance

The City hereby agrees that if the Police and Fire Pension does not cover Fire Fighters for the duties provided for in this provision then the City shall assume such obligation but on the same terms as would otherwise have been available from the Police and Fire Pension Program.

B. Management Rights

1. The Union recognizes that the City may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the City.
2. The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following:
 - a. To direct employees of the City;
 - b. To hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge, or take disciplinary action against employees;
 - c. To make work assignments, work and shift schedules, including overtime assignments;
 - d. To relieve employees from duties because of lack of work, or other legitimate reasons;
 - e. To maintain the efficiency of the City operations entrusted to them; and
 - f. To determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE XXVII - UNION ACTIVITIES

27.1 The Association's President or his designated representatives shall be given time off with pay for attendance at arbitrations, at unfair practice proceedings, and for the processing of grievance.

27.2 The Fire Department shall permit membership meetings of the Union on the first Tuesday of each month commencing at 2000 hours at Fire Headquarters. Members at the outlying station shall be permitted to attend, weather permitting. Union meetings shall be rescheduled if they conflict with a Fire Department emergency, training program or weather condition. At the beginning of each year the Union shall advise the Fire Chief of tentative meeting dates scheduled for that year.

27.3 Employees covered by this Agreement shall be permitted to wear, while in quarters and on duty, a tee shirt or sweat shirt which bears a printed Union logo. Roll Call is excluded.

ARTICLE XXVIII - OUT-OF-JOB DESCRIPTION WORK

28.1 Fire Fighters shall not be compelled to perform out-of-job description work at the fire house.

ARTICLE XXIX - PERSONNEL FILES

29.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of the Fire Department, and may be used for evaluation purposes by the Fire Chief or City Manager.

29.2 Upon advance notice and at reasonable times, any member of the Fire Department may review his personnel file. However, this appointment for review must be made through the Chief of the Fire Department or his designated representative at times mutually convenient.

29.3 Whenever a written complaint concerning a member or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.

29.4 All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the Union shall subject that member to appropriate disciplinary action.

ARTICLE XXX - MISCELLANEOUS

30.1 The City recognizes the principal that the Union and the City are equal partners and have equal rights in the collective bargaining process, the City agrees not to discriminate against anyone because of its activities on behalf of the Union.

ARTICLE XXXI - DURATION

31.1 Except as this Agreement shall otherwise provide, it shall become effective upon passage by the City Council of the City of Hackensack and shall commence January 1, 1983, and continue in effect until December 31, 1984. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

31.2 This Agreement contains the full and entire understanding of the parties in its full and final settlement of all wages and terms and conditions of employment.

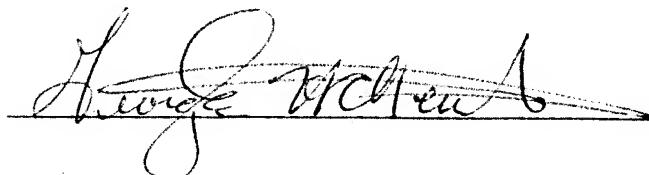
30.3 The parties agree that the Union shall be supplied with a reasonable number of copies of this Agreement.

HACKENSACK FIRE FIGHTERS
ASSOCIATION LOCAL 2081,
A.F.L. - C.I.O.

PRESIDENT

SECRETARY

ATTEST:

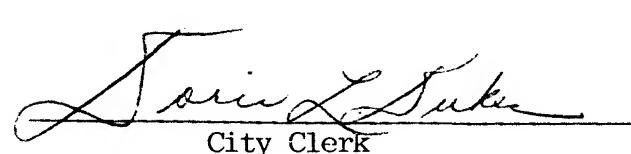


CITY OF HACKENSACK

MAYOR

CITY MANAGER

ATTEST:


John L. Tuba
City Clerk

APPENDIX A
BASE SALARIES

<u>FIRE FIGHTER</u>	<u>EFFECTIVE</u> <u>1-01-83</u>	<u>EFFECTIVE</u> <u>1-01-84</u>
Step 4	\$ 22,215	\$ 24,065
Step 3	18,187	19,575
Step 2	14,308	15,233
Step 1	10,429	10,892